



April 11, 2007

Dean Angelle  
100 Blue Ridge Drive  
Carencro, LA 70520

Dear Dean:

This letter is to inform you that D&D Pipe & Rentals Corp. (the "Company"), a wholly owned subsidiary of Argo Turboserve Corporation (ATC) has elected to accept your April 2, 2007 letter notifying ATC of your Executive Voluntary Termination (as defined in Section 3.1(vi) of the Executive Employment Agreement, dated March 3, 2006, by and between yourself and the Company (the "Executive Employment Agreement")).

You will be paid through May 3, 2007 (the "Termination Date") and otherwise according to the guidelines set forth in Section 3.2(A) of the Executive Employment Agreement. Your final paycheck will be issued in accordance with applicable New York laws. All employee benefits, except as noted below, will terminate as of your Termination Date.

At this time I would also like to remind you of several covenants and conditions outlined in the Executive Employment Agreement:

- Your continuing obligations to the Company which include, but are not limited to, those contained in Articles 4 & 5 of the Executive Employment Agreement, and more specifically, those obligations regarding Confidential Information and your duty not to compete in any manner with the Company for a period of two (2) years from your Termination Date nor during such period to interfere with any Company employee's performance of his or her job, or to seek to encourage any Company employee to resign from the Company.
- That you comply with all Company procedures and policies, including those contained in the D&D Program and Practices Manual while still employed by the Company.
- That you refrain from making any disparaging comments to any Company vendor, customer or employee about the Company, its officers or employees, or ATC or its officers and employees. In return the Company and ATC will make their best effort to assure that employees do not make disparaging remarks about you.

If you elect not to honor your on-going obligations to the Company, the Company may elect to pursue any available legal remedies to protect its rights.

Please be advised that under cover of a separate letter from Wayne Ackerman you will receive an explanation of those projects still in need of your attention and which must be completed before your last day of work. Under all circumstances, you are to refrain (unless directed by Walter Simson) from any interaction with either the sales force or the sale or purchase of any product.

The following is useful information regarding your benefit status upon your separation. This letter will address many questions you may have regarding your benefit status as of your last day worked with the Company.

**"EXHIBIT 3b"**

**ATC 401(k) plan** – Upon your separation from ATC we will notify Chernoff Diamond & Company of your employment status. You will need to complete a withdrawal form in order to receive a distribution of your vested balance in the plan (or to roll the balance over to an IRA or another plan). *\*To obtain this form, please contact Sharon Hartman at (516) 247-3419.*

Please note that if your account balance is less than \$5,000.00 and no withdrawal form is received after 30 days, the Plan will make a lump sum distribution to you of your account balance less 20% IRS withholding.

**Healthcare coverage** – All individuals who participate in the company sponsored healthcare programs will receive a Cobra letter. For additional information regarding your COBRA benefits, please see the attached document.

**Life Programs – Std/Ltd/Add & Life** – Terminated on your last day of employment. If you are interested in receiving rate information regarding the conversion of your life insurance policy, please contact ATC's Human Resources Department.

If you have any questions regarding the above benefit information, please contact Tricia Mattia of the Human Resources Department at (201) 964-4148 or via cell (201) 926-8746.

Our records indicate that you have been assigned the following D&D or ATC property, all which must be returned, in working order, to Jim Richard at the D&D office no later than the close of business on April 30, 2007. If you do not return the company property in your possession by this date the Company will be forced to take steps to obtain the items.

- The Company vehicle and all the keys for it, as well as the Company provided gasoline charge card.
- The American Express Corporate Charge Card. Note: You are personally responsible for all charges made with this card. You should submit your reimbursement request for any outstanding business expenses, with documentation, no later than May 3, 2007.
- The IBM ThinkPad computer and the extra power adapter.
- The Treo cellular phone and accessories (car and wall chargers)
- The Sprint Wireless Card for the computer
- The HP mobile printer
- All D&D sales literature, all data reports (including customer lists and financial data)
- Keys and garage door openers to D&D facilities including the Houston Apartment. You are to remove all personal property from D&D facilities by May 3, 2007.
- All other D&D property not mentioned above.

Your ATC cell phone number will be deactivated and you will be removed from the ATC network on May 3, 2007.

Sincerely

Clyde Keaton  
President and Chief Executive Officer  
Arge Turboserve Corporation  
On behalf of D&D Pipe Rentals Corp

Cc E. Hirsh  
T. Mattia